



County of San Bernardino

FAS

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number			
County Department <b>Sheriff's Department</b>			Dept.	Orgn.	Contractor's License No.			
County Department Contract Representative <b>Rod Hoops, Captain</b>			Telephone <b>387-0640</b>		Total Contract Amount			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Lease agreement for in-kind services								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name <b>Sheriff's Regional Training Center</b>			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D

CONTRACTOR Operating Engineers Funds, Inc., a California corporation as custodian for Operating Engineers Training Trust and the Southern California Surveyors Joint Apprenticeship Trust, as co-tenants

Federal ID No. or Social Security No. 95-2420226

Contractor's Representative Burt Tolbert Administrator, Operating Engineers  
Darrell Lewis, Administrator, Southern California Surveyors

Address 2200 S. Pellissier Place, Whittier, CA 90601 Phone (909) 307-8700

Nature of Contract: *(Briefly describe the general terms of the contract)*

This Lease Contract is for a period of two (2) years. Leased premises consist of approximately 5 acres at the Sheriff's Regional Training Center. The annual rent is work at the Center in lieu of rent.

TENANT shall provide maintenance to include grounds, and parking lot maintenance. COUNTY to pay electrical, water, sewer and trash, with the TENANT paying for its own phone costs.

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form (sign in blue ink)  Rex A. Hinesley, Chief Deputy County Counsel	Reviewed as to Contract Compliance  	Presented to BOS for Signature  Department Head
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Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**COUNTY OF SAN BERNARDINO**

**LEASE AGREEMENT**

**TENANT:** Operating Engineers Funds, Inc., a California corporation as custodian for  
Operating Engineers Training Trust  
2200 S. Pellissier Place  
Whittier, CA 90601

Southern California Surveyors Joint Apprenticeship Trust  
709 Brea Canyon Road, Suite 2  
Walnut, CA 91789

**COUNTY:** COUNTY OF SAN BERNARDINO  
Sheriff's Department  
Bureau of Administration  
655 East Third Street  
San Bernardino, CA 92415-0061

**PREMISES:** Approximately 5 acres at the Sheriff's Regional Training Center.

**TERM OF LEASE:** Two (2) years.

**COMMENCEMENT DATE OF LEASE:** May 1, 2003

**REVENUE PER YEAR:** \$0 – in kind services.

**COUNTY CONTRACT NUMBER:** 03-

**DATE TYPED:** 05/07/03



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Exhibit "A" - Premises Description

Exhibit "B" - List of Former County Officials

## LEASE AGREEMENT

1. **PARTIES:** This lease is made between County of San Bernardino ("COUNTY") as landlord, and Operating Engineers Funds, Inc., a California corporation as custodian for Operating Engineers Training Trust and the Southern California Surveyors Joint Apprenticeship Trust, as co-tenants (jointly and severally referred to hereinafter as "TENANT"), who agree as follows:

2. **PREMISES LEASED:** COUNTY leases to TENANT and TENANT leases from COUNTY the approximate 5 acres of the real property located on the Sheriff's Regional Training Center as described in Exhibit "A", Premises Description.

3. **TERM:** This lease shall commence on May 13, 2003, and continue thereafter for a two-year term.

4. **RENT:** TENANT, in lieu of monetary rent and in exchange for the use of the Premises will provide in-kind services consisting of grading, soil testing and surveying for several projects ("Project" or "Projects") at the Sheriff's Training Center. COUNTY has the right, authority and interest to complete certain grading, soil testing and surveying work (hereinafter "Project Work") on the Premises according to a written scope of work for the Projects ("Plan") to be submitted by the COUNTY and approved by the TENANT on a Project-by-Project basis. The TENANT shall conduct apprentice training exercises in which apprentices available for training by the TENANT will do the Project Work generally in accordance with the aforementioned written Plans for the Projects. COUNTY shall ensure that each Plan has been reviewed and approved by the appropriate governmental agencies prior to TENANT's performance of any Project Work under the Plan. COUNTY shall provide for appropriate governmental agencies to inspect and approve of all Project Work, including but not limited to soil compaction tests. The Projects are detailed below and are intended to be completed during the two-year lease term, subject to revisions to the Projects by COUNTY and delays to the Projects by COUNTY and TENANT.

Project
Explosives Training Range
Anti Terrorism Scenario Village
Mounted Enforcement/Equestrian Area
Learning Center
Internal Connecting Road

5. **OPTION TO EXTEND TERM:** Not applicable.

6. **RETURN OF PREMISES:** The TENANT agrees that it will, upon any termination of this lease, return the Premises in as good condition and repair as the Premises now are or shall hereafter be put; reasonable wear and tear excepted.

7. **TAXES:** TENANT shall pay before delinquency any and all property taxes, assessments, fees, or charges, including possessory interest taxes, which may be levied or assessed

upon any personal property, improvements or fixtures installed or belonging to TENANT and located upon the Premises. TENANT shall also pay all license or permit fees necessary or required by law for the conduct of its operation. TENANT recognizes and understands that this lease may create a possessory interest subject to property taxation and that the TENANT may be subject to the payment of property taxes levied on such interest. COUNTY estimates that the maximum possessory interest tax that TENANT may have to pay for the Premises is \$290 for the first lease year and \$150 for the second lease year.

8. **USE:** This lease is limited to the purpose of TENANT's administrative offices and training programs. TENANT may locate approximately thirty-five pieces of heavy equipment and three single-wide classroom trailers on the Premises. TENANT may perform maintenance (but may not perform major overhauls) on the heavy equipment while on the Premises. All maintenance on the heavy equipment shall be performed on the concrete floor within the large metal building on the Premises, or as otherwise approved by the Sheriff. TENANT shall not put any underground fuel or other storage tanks on the Premises. All fueling on the Premises must be conducted from Sheriff approved above ground facilities that must include a berm with a concrete pad to collect any fuel spillage, or as otherwise approved by the Sheriff. The Premises shall not be used for any other purpose without the express consent of the COUNTY.

9. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:** As a condition precedent to the existence of this lease, TENANT at its sole expense will ensure the Premises meet the applicable requirements of the Health, Safety, Fire and Building Codes, including any requirements for Americans with Disabilities Act ("ADA"). Should the continued occupancy of the leased Premises be in any way prejudiced or prevented due to changes in the ADA or the Health, Safety or Fire Codes, the TENANT herein shall correct, update and comply with said changes at TENANT's cost.

10. **SIGNS:** TENANT will display on the Premises only such sign or signs as are not prohibited by law, and which are approved by the Sheriff.

11. **MAINTENANCE:**

a. TENANT at its cost shall at all times maintain in good and safe condition all portions of the Premises, including but not limited to the following:

(1) The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora.

(2) All facilities and equipment on the Premises at the commencement of this Lease.

(3) All facilities and equipment placed on the Premises by TENANT.

b. TENANT shall have ten (10) days after notice from COUNTY to perform its obligation under this paragraph, except that TENANT shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency. Provided, however, if the nature and/or extent of TENANT's obligation is such that more than ten (10) days are reasonably required to

complete, then TENANT shall not be in default if TENANT commences its obligation within said ten (10) day period and thereafter diligently prosecutes its obligation to completion. If TENANT does not perform its obligations within the time limitations in this paragraph, COUNTY after notice to TENANT can perform the obligations and have the right to be reimbursed for the sum it actually and reasonably expends (including charges for COUNTY employees and equipment) in the performance of TENANT's obligations. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within five (5) days after the oral notice or demand is made. Such confirmation shall be made as provided in **Paragraph 17, "NOTICES"**.

12. **ALTERATIONS:** TENANT shall not make any improvements or alterations to the Premises without the Sheriff's consent.

13. **UTILITIES:** COUNTY shall furnish to the Premises and pay all service charges and related taxes for electricity, water, trash and sewer (if reasonably available). TENANT shall furnish and pay for its own telephone service.

14. **HOLD HARMLESS:** TENANT agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY, its authorized officers, agents, volunteers and employees, from any and all claims, actions, losses, damages, and/or liability arising out of TENANT's negligence. Notwithstanding the generality of the foregoing, COUNTY shall release, indemnify, hold free and harmless, assume liability for, and defend the TENANT, its agents, employees, officers, apprentices, trainees, and trustees from any and all claims, damages, liabilities, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the TENANT may become obligated to pay, arising out of or in any way connected with the Project Work performed by the TENANT for the COUNTY under this lease; provided, however, that the foregoing shall not apply to any claim, damage or liability resulted from the gross negligence or willful misconduct of the TENANT, its agents, employees, officers, apprentices and trainees during performance of the Project Work under this lease; provided further that the foregoing shall not apply to any worker's compensation claim by Tenant, its employees, officers, apprentices and trainees during the performance of the Project Work under this Lease.

15. **INSURANCE:**

a. COUNTY is a public entity and is self-insured.

b. Without in anyway affecting the indemnity herein provided and in addition thereto, TENANT shall secure and maintain throughout the lease the following types of insurance with limits as shown:

(1) **Workers' Compensation:** A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) limits, covering all persons providing Project Work or other services on behalf of the TENANT and all risks to such persons under this lease.



(2) Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00).

(3) Fire Insurance: Adequate to cover full cash value of TENANT's personal property, TENANT's improvements and betterments located on the leased Premises.

(4) Fire Legal Liability: Adequate to cover cash value of COUNTY's improvements located on the leased Premises. The parties agree that the cash value of COUNTY's improvements located on the leased Premises is \$5,000.

(5) Real Property Insurance: Covering all buildings and improvements on the Premises (whether owned or leased by TENANT or COUNTY) against loss or damage by fire, lightning, extended coverage, vandalism, malicious mischief and earthquake in an amount equal to replacement value.

c. Additional Named Insured: All policies, except for Workers' Compensation, shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of this agreement, excluding Project Work.

d. Waiver of Subrogation Rights: TENANT shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

e. Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

f. Proof of Coverage: TENANT shall immediately furnish certificates of insurance to COUNTY, evidencing the insurance coverage, including endorsements, above required prior to occupying the Premises and the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the COUNTY, and TENANT shall maintain such insurance from the time of occupancy and commencement of performance of services hereunder until the completion of such occupancy. Within sixty (60) days of the commencement of this agreement, the TENANT shall furnish certified copies of the policies and all endorsements.

g. Insurance Review: The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require

additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk. Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. TENANT agrees to execute any such amendment within thirty (30) days of receipt.

h. Failure to Have Insurance: In the event COUNTY receives a notice of cancellation concerning any of the required policies, or should TENANT fail to have in effect the required coverage at any time during this lease, COUNTY may give notice to TENANT to immediately suspend all TENANT activities and/or notice to reinstate or acquire the affected coverage. Should TENANT fail to reinstate or acquire the affected coverage within ten (10) days of COUNTY's notice to reinstate or acquire such coverage, COUNTY may either terminate the lease, reinstate or acquire the affected coverage, and TENANT shall reimburse COUNTY for the necessary cost at COUNTY's option within ten (10) days after demand by COUNTY.

i. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make it a partner or joint venturer with TENANT.

16. **COUNTY'S ACCESS TO PREMISES:** COUNTY and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition;
- b. To do any necessary maintenance and to make any restoration to the Premises that COUNTY has the right or obligation to perform.
- c. To serve, post, or keep posted any notices required by law;

COUNTY shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to TENANT.

17. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person, including notices under the California unlawful detainer statutes, shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

TENANT's address: Operating Engineers Training Trust  
2200 S. Pellissier Place  
Whittier, CA 90601

and

Southern California Surveyors Joint Apprenticeship Trust  
709 Brea Canyon Road, Suite 2  
Walnut, CA 91789

COUNTY's address: Sheriff's Department  
Bureau of Administration  
655 East Third Street  
San Bernardino, CA 92415-0061

and

Internal Services Group  
Real Estate Services Department  
825 East Third Street  
San Bernardino, CA 92415-0832

18. **INCORPORATION OF PRIOR AGREEMENT:** This lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

19. **WAIVERS:** No waiver by either party of any provisions of this lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

20. **AMENDMENTS:** No provision of this lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this lease.

21. **SUCCESSORS:** This lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

22. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this lease or any other portion thereof.

23. **TIME OF ESSENCE:** Time is of the essence of each provision of this lease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

24. **QUIET ENJOYMENT:** Subject to the provisions of this lease and conditioned upon performance of all the provisions to be performed by TENANT hereunder, COUNTY shall secure to TENANT during the lease term the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.

25. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

26. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold or delay such consent or approval.

27. **EXHIBITS:** All exhibits referred to are attached to this lease and incorporated by reference.

28. **LAW:** This lease shall be construed and interpreted in accordance with the laws of the State of California.

29. **JURY TRIAL WAIVER:** COUNTY and TENANT hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either COUNTY against TENANT or TENANT against COUNTY on any matter whatsoever arising out of, or in any way connected with, this lease, the relationship of COUNTY and TENANT, TENANT's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

30. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under **Paragraph 14, "HOLD HARMLESS"**.

31. **VENUE:** The parties acknowledge and agree that this lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this lease will be the Central District San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this lease is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

32. **CAPTIONS, TABLE OF CONTENTS AND COVER PAGE:** The paragraph captions, table of contents and the cover page of this lease shall have no effect on its interpretations.

33. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this lease, will survive the termination of this lease.

34. **BROKER'S COMMISSIONS:** Not applicable.

35. **ESTOPPEL CERTIFICATES:** Not applicable.

36. **RIGHT TO TERMINATE LEASE:** Both parties shall have the right to terminate this Lease at any time whenever either party, in its sole discretion, determines it would be in its best interests to terminate this Lease. The terminating party shall give the other party notice of any termination pursuant to this paragraph at least thirty (30) days prior to the date of termination. In the event either party terminates the lease under this paragraph, TENANT shall not be entitled to receive any compensation for any Project Work completed or started prior to the date of termination of the Lease, and COUNTY shall not be entitled to receive any compensation for any Project Work not completed or not started prior to the date of termination of the Lease.

37. **ASSIGNMENT AND SUBLETTING:** TENANT shall not voluntarily assign or encumber its interest in this lease or in the Premises or any rights contained in this lease, all or any part of the Premises, or allow any other person or entity (except TENANT's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining COUNTY's consent. Any assignment, encumbrance or sublease without COUNTY's consent shall be voidable and, at COUNTY's election, shall constitute a further waiver of the provisions of this paragraph.

38. **FORMER COUNTY OFFICIALS:** LANDLORD agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent LANDLORD. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "B", List of Former County Officials.)

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39. **INTERPRETATIONS:** As this agreement was jointly prepared by both parties, the language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

**END OF LEASE TERMS.**

COUNTY OF SAN BERNARDINO

TENANT

Operating Engineers Funds, Inc., a California corporation as custodian for Operating Engineers Training Trust

\_\_\_\_\_  
Dennis Hansberger, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Burt Tolbert

Title: Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD

Renee Bastian, Clerk of the Board  
of Supervisors

Southern California Surveyors Joint  
Apprenticeship Trust

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Darrell Lewis

Title: Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Legal Form:  
ALAN K. MARKS, County Counsel

By: \_\_\_\_\_  
Rex A. Hinesley, Chief Deputy

Dated: \_\_\_\_\_

## Exhibit "A" - Premises Description



**EXHIBIT "B"**

**LIST OF FORMER COUNTY OFFICIALS**

**INSTRUCTIONS:** List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the TENANT, the date the Official entered TENANT's employment and/or representation.

**OFFICIAL'S NAME:**

**REQUIRED INFORMATION**

**NONE**